S2 Student Clubs/Organizations
1 WRMC Public Records: Contracts Miscellaneous
1972-1984

BOX 3
FOLDER 7

91.7 MHZ RADIO
MIDDLEBURY
COLLEGE

BOX 800, MIDDLEBURY COLLEGE
MIDDLEBURY, VERMONT 05753
(802) 388-6323

_____

I, _____, representing _____,

do hereby agree to provide Radio Station WRMC-FM, Middlebury, Vermont, with the sum of _____ dollars in return for "sponsorship" of _____ segments of the NATIONAL LAMPOON HOUR.

Each segment will consist of the following:

a] Two broadcasts of the same 52-minute show;
b] 14 one-minute "spot sponsorships";
c] Off-air publicity in the form of posters and other visual effects.

Payment shall be made in a manner to be discussed with the Business Director of WRMC-FM, and shall be made prior to date of on-air sponsorship.

_____

_____, WRMC-FM

File
WRMC

T:

Enclosed are forms and bills relating to the debt owed by WFAD. The reason I cited the figure of $250 is because interest of 1½% added to the full amount of $300 until September, and then on $222 from September to February brings the bill somewhere close to $250. Alan's bill (which was $250) included a number of phone calls to Lincoln, Maine (which brought bill to $250) but I don't really think it necessary to include them.

Hockey Broadcasts	250.00
Winter Carnival	50.00
	300.00
Paid 8/24/72 B2192	100.00
BALANCE DUE	200.00
PD 3/1	100.00
BAL. DUE	100.00

MC-FM

300

DLEBURY, VERMONT 05753

2) 388-6323

STATEMENT

Date February 11 19 72

Amount Due $ 125.00

Radio WFAD
Court Street,
Middlebury, Vermont 05753

Please return this stub with your remittance

For Services Rendered:

Program Feed from WRMC-Fm for Middlebury College Panther hockey games through January 29, 1972, which includes supplying of promotional carts.

Amount Due: $ 125.00

WFAD

"THE VOICE OF MIDDLEBURY"

Middlebury, Vermont

SALES CONTRACT

(Advertiser's Order No. .....)

Middlebury, Vermont. Date. 11/18/71

AGREEMENT between ....W.R.M.C. - FM..... called "advertiser" and WFAD called "station" to broadcast programs as specified below over WFAD.

NAME OF PROGRAM: **Hockey Broadcasts 1971 - 1972 season** PRODUCT: **hockey games**

- LENGTH OF BROADCAST - HOUR - DAYS - TIMES PER WEEK - TOTAL NUMBER OF TIMES -

2½ hours **15 games (6 away, 9 home)** **15**

COMMENCEMENT DATE	EXPIRATION DATE
December 4, 1971	**March 3, 1972**

PROGRAM MATERIAL ARRANGEMENTS

3, 30 sec. spots per period, 2, 60 sec. spots bet. periods
Brian Collamore will do promos for each game

COMMERCIAL ANNOUNCEMENTS

CONTINUITY	LIVE TALENT	TRANSCRIPTIONS
	XX	

ADDITIONAL INSTRUCTIONS

RATES	Net Station Time	Talent	Line Charge	Other Charges	Total
Each Broadcast	$.....	$.....	$.....	$.....	$.....per B'cst
For.....Broadcast:	$.....	$.....	$.....	$.....	$. 250.00 Per C"tct

In return for said service the Advertiser Agrees that PAYMENTS are to be made to the Station as follows .....

The first payment to be due ..... 19.....

WITNESS our hands and seals the day and date first above written.

TO BE SUBMITTED FOR APPROVAL ..... Advertiser

By ..... (Station Representative)

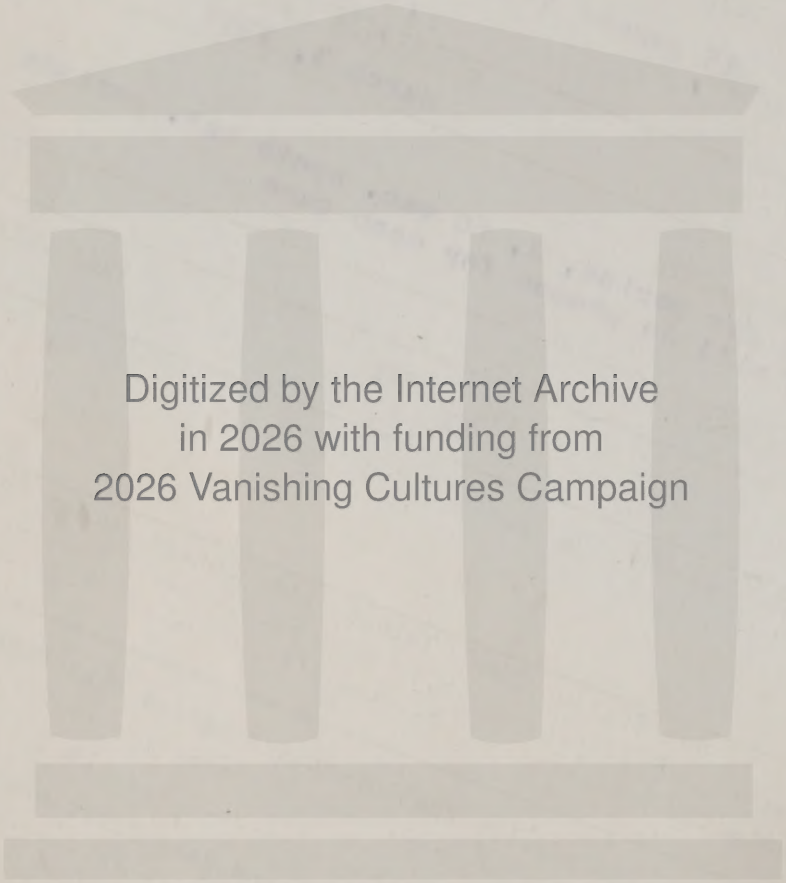
By ..... (Officer)

WFAD - The Voice of Middlebury

Address .....

Accepted by .....

City ..... State .....



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https://archive.org/details/wrmcpublicrecord00unse_4

WRMC-FM
Radio Middlebury College
Middlebury, Vermont

WRMC-FM agrees to provide Radio WFAD with five (5) minute Middlebury College Winter Carnival reports half hourly on the quarter hour, from 9:15 a.m. through 3:45 a.m. on February 25 and 26, 1972. The above stated reports will detail Middlebury College Winter Carnival ski races and each five minute report will contain a one minute commercial or promotional break. There will be a total of twenty-six (26) of the above mentioned sports casts, thirteen on each of the above dates.

In return for the services provided, WRMC-FM will be compensated by WFAD in the amount of $50.00, payable in one payment, to be remitted within thirty (30) days of the billing date. After said thirty day period, interest shall be charged in the amount of 1½% per month.

Dated: February 8, 1972
Middlebury, Vermont

Richard Lipshutz
General Manager, WFAD

Peggy Robinson
Station Manager, WRMC-FM

Radio Middlebury
Middlebury, Vermont

WRMC-FM

WRMC-FM agrees to provide Radio WRAD with five (5) minute quarter hour, from 9:15 a.m. through 3:45 p.m. on February 25 and 26, 1972. The above stated reports will detail Middlebury College Winter Carnival ski races and each five minute report will contain a one minute commercial or promotional break. There will be a total of twenty-six (26) of the above dates.

sports casts, thirteen on each of the above dates.

In return for the services provided, WRMC-FM will be compensated by WRAD in the amount of $50.00, payable in one payment, to be remitted within thirty (30) days of the billing date. After said thirty day period, interest shall be charged in the amount of 1½% per month.

Dated: February 8, 1972
Middlebury, Vermont

Richard Lapenta
General Manager, WRAD

Peter Bohmer
Station Manager, WRMC-FM

June 26, 1972

Mr. Frank Delle
WLKN radio
Lincoln, Maine 04457

Dear Mr. Delle:

This letter will serve as the final notification to you of payment due us, before the matter is turned over to the college authorities and the college attorneys for default proceedings. As of this date, the amount currently owed to WRMC by WFAD is $313.50. The principal due is $300, while the $13.50 is the interest payments due us for four months of non-payment as per our signed contracts with the Station Manager of WFAD. We request that upon receipt of this letter that you make immediate payment to us in the full amount of $313.50 to avoid bringing attorneys into the matter.

Frankly, Mr. Delle, I consider your treatment of both WRMC and myself to be a personal affront. I do not particularly care for being hung upon in the midst of a business conversation. Moreover, it is most inconsiderate, to say the least, not to return a business call when requested to several times. I am not sure whether you consider dealing with college students makes it easier to disregard valid and legal agreements, but if that is true it certainly does not say much for your sense of ethics or of your business acumen. WRMC may be a college radio station, but at the same time we consider ourselves to be a business, as we have transactions with many different firms. WRMC, along these lines, pays its bills to its creditors and in return, we expect the same from the people for whom we perform services. This is not only common business courtesy, but a necessity if one is to successfully remain in business.

I am curious as to why you are willing to let WFAD suffer for your business policies. My understanding with your station manager was that no contract was to be entered into unless the money had been secured through advertising. That money was procured before the two contracts were signed by WRMC and WFAD. Despite our good relations with the staff of WFAD, we will be extremely apprehensive about entering into any further contract agreements with WFAD.

I reiterate that upon receipt of this letter that you make immediate remittance to us in the amount of $313.50.

Very truly yours,

Alan Levy

cc.: Roth W. Tall, Jr.
Coordinator of Student Activities

CONTRACT

No. 2-1876

CHARLES MICHELSON, INC.

Radio Programs

The undersigned hereby authorizes Charles Michelson, Inc., to ship by express the following named Radio Programs:
26 Half-Hour episodes THE SHADOW Radio Series @$10.00 per program
Total $260.00
to be used for Radio broadcasting, to be broadcast over Radio Station WRMC FM
in the city of Middlebury, Vermont 05753

It is understood and agreed that the above-mentioned Radio Programs are leased, not sold; and are to be used for broadcasting over the station for one performance only on each day described below. It is further understood and agreed that said Radio Programs are to be returned in good condition to Charles Michelson, Inc., at the address given above, express prepaid, after having been broadcast. The Lessee hereby agrees to a charge amounting to the net cost of a replacement for each and every Radio Program not returned or returned in a damaged condition, making same unusable by stations. Lessee further agrees not to change, alter modify or add to said Radio Programs without prior written consent in writing of Charles Michelson, Inc. Lessee further agrees to restore all Radio Programs to their condition on delivery.

The undersigned Lessee agrees and stipulates that it (he) does not acquire nor will assert any other right or interest in said Radio Programs other than the right to broadcast over the station mentioned above on each day outlined below, and that all rights, title and proprietorship in the programs or productions recorded on said Radio Programs together with all literary, stage, and motion picture rights are reserved in and by Charles Michelson, Inc., as owner, agent or otherwise.

ADDITIONAL CLAUSES

1. This agreement is non-assignable.
2. Time is of the essence of this agreement, including date of payment. Payment shall be made by Lessee's check or money order payable to Lessor at the within address.
3. Any waiver by either party of any breach or default on the part of the other party shall not constitute a waiver of any other breach or default on the part of such other party.
4. Upon default of payments by Lessee, and should same not be cured within seven days after occurrence, Lessor may accelerate amounts due so that all unpaid amounts shall become due and payable as well as any interest thereon and costs of collection including but not limited to legal fees.
5. Upon Lessee's default of any other clauses of this agreement and/or payments, and such default is not cured within seven days of occurrence, Lessor may without any liability terminate all rights granted herein and stop shipments of any and all episodes identified herein. Such termination and stopping of shipment shall not relieve Lessee from liability for further payment as set forth herein.

The undersigned Lessee agrees to pay costs of transportation.

The undersigned Lessee agrees to pay to Charles Michelson, Inc. for franchise and/or lease to broadcast the above mentioned Radio Programs the sum of $260.00- to be paid as follows:
$150.00 plus postage (26 shows) $20.00, Total $170.00 with returned signed contract
$110.00 due and payable September 1, 1976

The above mentioned Radio Programs are to be broadcast beginning on X (DATE) at X (TIME)
for 26 (NO. OF WEEKS) at the frequency of once (TIMES WEEKLY) weekly and expiring on X (DATE)
The name of the advertiser is - (NAME)
the advertised product or service is - (NAME)

The entire agreement between the parties is contained herein and no change shall be effective unless made in writing and approved by the parties hereto. This contract shall be construed under the laws of the State of New York. This contract is not subject to cancellation.

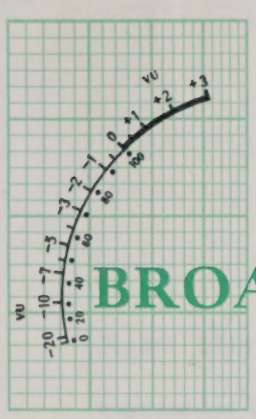
This contract and all the provisions and conditions therein shall be binding upon the parties hereto, their representatives, heirs, executors, successors and assigns.

Date Jan. 8, 1976
City New York, New York
Accepted: CHARLES MICHELSON, INC.
By _____

WRMC FM RADIO(President & Fellows of Middlebury College
(NAME OF CONTRACTING PARTY)
By X L. Richardson Merrill Jr.
(OFFICER, PARTNER, AUTHORIZED AGENT - TITLE)
Asst SECRETARY, PRESIDENT & FELLOWS OF MIDDLEBURY COLLEGE

Make all checks payable to Charles Michelson, Inc.,

NEW ADDRESS: 444 Madison Ave., New York, N.Y. 10022 • 759-3232



HUGH T. McKENNY

R.F.D. #1, MILTON, VERMONT • TELEPHONE 893 - 2278

BROADCAST ENGINEERING SERVICE

---------- C O N T R A C T ----------

I, Hugh T. McKenny, agree to perform the functions of First Class Engineer for Class-D Frequency Modulation Station WRMC-FM. I certify that I hold an FCC First Class Radio Telephone License with Ship RADAR Endorsement. I shall be responsible for maintaining the transmitting equipment of WRMC-FM in such a way as to fulfill the requirements of FCC Rules 73.565c3 and 73.565e which apply to WRMC-FM this shall include not less than one service call in each three month period of broadcast within my term, and performance of all routine maintenance on transmitting equipment, with all parts to be supplied by WRMC-FM. In addition I shall be available to assist in the maintenance of the student maintained studio equipment connected with WRMC-FM. Any major repairs shall be performed by agreements outside of this contract. I shall fulfill the above terms for the period of 1 October 1977 to 30 September 1978 for the fee of $300.00 payable at the start of the contract period.

Hugh T. McKenny

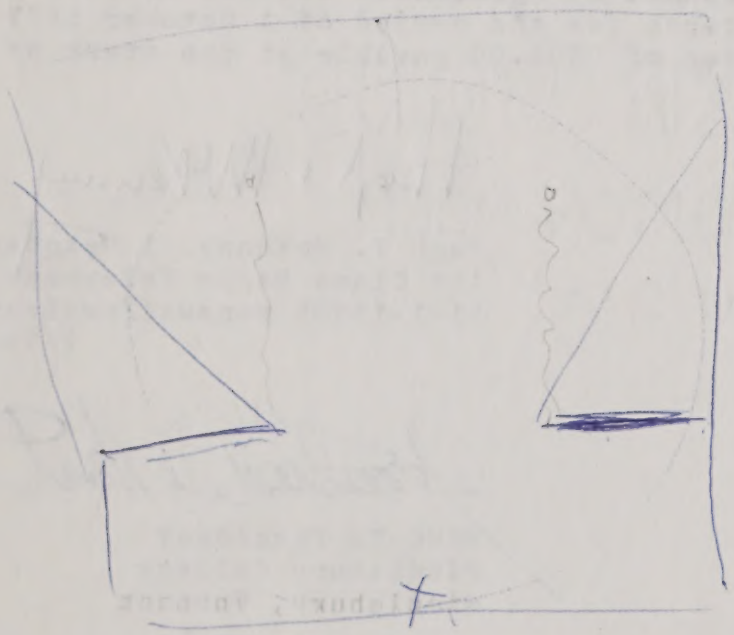
Hugh T. McKenny, 1 October 1977
1st Class Radio Telephone License
P1-1-15905 renewal/expiration date
2/14/78

Jonathan D. Hart

WRMC-FM President
Middlebury College
Middlebury, Vermont

James D. Ross

Business Manager
~~Student Activities Coordinator~~
Middlebury College
Middlebury, Vermont



A G R E E M E N T

Made the 1st day of MAY in the year 1981 between BATTELL PARK TRUST, parties of the first part, and ADDISON BROADCASTING, INC., party of the second part.

BATTELL PARK TRUST hereby grants unto ADDISON BROADCASTING, INC., or its successors or assigns, a license to use and enter upon certain lands of the Grantor more particularly described as follows:

Being the right to erect a 90' guyed steel grid tower of three sides, 18" per side, and an 8' x 12' building of cement construction to house transmitter and necessary broadcast equipment for radio station WCVM-FM. A 20' antenna will be attached to the tower, beginning at the 70' mark. The coordinates of the site on the southern peak of Chipman Hill are 40° 01' 34" North Lattitude and 73° 09' 44" West Longitude. The tower position being approximately 90' NW from U.S.G.S. Azimuth reference marker. Together with the right to lay cables above ground from C.V.P.S. power pole 70' SE for power and phone to transmitter building and to bury copper stripping underground as additional tower ground protection.

Together with the right to keep trimmed and cleared of tree limbs and similar objects as might hang or grow into an area that might threaten the stability of the guy wires or impede the antenna radiation pattern. Together with the right of ingress or egress to and from the hereinbefore described premises for the purpose of installing, repairing and maintaining the poles, wires, cables, building and the necessary equipment ancillary or incidental thereto, as the same shall be necessary,

Reasonable ingress to and egress from said granted premises and ways is also granted for the purpose of construction, maintenance, and repair of the facilities aforesaid, as the same may from time to time be necessary.

This agreement shall remain in effect from the 1st day of MAY in the year 1981 for a period of five (5) years subject to termination upon six months notice.

Addison Broadcasting, Inc., further agrees to pay to BATTELL PARK TRUST the annual rent of $480.00 to be paid on MAY 1st of each year.

ADDISON BROADCASTING, INC., further agrees to hold harmless and indemnify BATTELL PARK TRUST from any losses resulting from claims or damages to any third parties claimed to have resulted from the use of said premises leased by ADDISON BROADCASTING, INC.

ADDISON BROADCASTING, INC., covenants that at the expiration of said term it will surrender up said premises to BATTELL PARK TRUST in as good condition as now, necessary wear and damage by the elements excepted.

Susan M. Robinson

Heidi A. Keefe
Witness

Susan M. Robinson

Heidi A. Keefe
Witness

John M. Brown

Howard E. Foster
for BATTELL PARK TRUST

Mark A. Brady
for ADDISON BROADCASTING, INC.

WFMT AMOCO/CHICAGO SYMPHONY ORCHESTRA
LETTER OF AGREEMENT - 1984/85 BROADCAST SEASON

RADIO STATION: WRME MARKET: Middlebury

1. This letter describing the Chicago Symphony Orchestra Radio Service and setting forth the general conditions of broadcast, will, when countersigned by you, serve as an agreement between WFMT, Incorporated ("WFMT") and your station ("Broadcaster") to transmit Chicago Symphony Orchestra concert programs. Broadcaster's promise, to fullfill the obligations set forth below in return for WFMT's promise to fullfill the obligations set forth below shall constitute good and valuable considerations, receipt of which is hereby acknowledged.

2. Broadcasters agree for the right to broadcast as herein specified, to broadcast each tape or satellite transmission without alteration. Broadcaster's agree to include three underwriting credit announcements, which announcements will be provided by WFMT. Commercial broadcasters agree to include, as specified on each cue sheet, commercial messages for the Advertiser/ Underwriter, also to be furnished by WFMT.

3. Broadcaster agrees to carry programs for thirty-nine (39) consecutive weeks beginning with Program #513 the week of October 1, 1984 and ending with Program #551 the week of June 23, 1985. Each program shall be carried within the seven day period specified for its broadcast. Programs will normally be approximately two hours in length.

4. WMFT agrees to arrange timely satellite delivery or tape shipment. Detailed program information will be mailed at least two months in advance of the month of broadcast. The responsibility for checking the content and quality of the tapes will be the Broadcasters'; replacements, if needed, will be shipped immediately upon request.

5. Broadcaster agrees to schedule the program in prime listening time, subject to the approval of WFMT. The intended day and time of broadcast is specified below.

6. Broadcaster agrees that this is a subscription to the right to broadcast; it is not the purchase of the transcriptions nor of their content.

7. Broadcaster's receiving tapes agree to return the tapes to the duplicator within ten (10) days of broadcast, and to use the transcriptions furnished hereunder only for radio broadcasting, and to refrain from dubbing tapes provided or permitting them to be dubbed. Broadcasters receiving programs by satellite agree not to make a recording, or if one is made for delayed broadcast to erase or destroy it after use.

8. Non-commercial broadcasters only are permitted to broadcast the program twice within the same calendar week.

9. Broadcaster will not relay or feed the broadcast to any other station except by specific agreement with WFMT.

10. Broadcaster agrees to schedule local announcements within the broadcasts only at times specified on the cue sheets. Advertising and promotional announcements therein scheduled must be in character with the broadcasts.

11. Broadcaster agrees to take responsibility for the standard publisher rights related to the broadcasts. The publisher and union rights relative to the actual performance and transcription are the responsibility of The Orchestral Association.

12. Commercial broadcasters agree to submit a monthly Affidavit of Performance stating the date and broadcast times of the broadcasts made under the agreement and the announcements related to the Advertiser/ Underwriter.

13. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant occasioned by any act of God, force majeure, storm, fire, casualty, work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, illness or incapacity of any important performer, or mechanical or technical failure or other cause of similar or dissimilar nature beyond its control.

14. WFMT shall, however, have the right to cancel this agreement at any time without liability in the event of any difficulties with any union involved, or if, in the sole opinion of WFMT, the provisions of this agreement under which permission to broadcast is granted, shall have been violated, or for any other reason deemed good and sufficient by WFMT.

15. Broadcasters understand that they will be billed at the following rate for tapes NOT RETURNED: $25.00 per reel; $50.00 per plastic mailing carton and $1.00 per cardboard mailing carton. Should broadcaster fail to return tapes, billing will take place 30 days following the last program included in each shipment.

16. This letter sets forth the entire understanding of the parties with respect to the subject matter hereof.

BROADCASTER:

Call Letters:_____ Company:_____

City of License:_____

By:_____ Title:_____

Broadcast Day:_____ Time:_____ Start Date:_____

WFMT, INCORPORATED:

By: Jess W. Brodnax, III

Title: Director - Broadcast Syndication

WFMT
Three Illinois Center
303 East Wacker Drive
Chicago, Illinois 60601
(312) 565-5043
Broadcast Syndication

Date: JUN 20 1984

TO: WFMT Syndication Broadcasters

FROM: Jess Brodnax and Wanda Rohm

RE: Letter of Agreement

Please retain the enclosed copy of the Letter of Agreement for you files.

JUN 19 1984

WFMT

THE CANADIAN OPERA COMPANY
1984 BROADCAST SEASON - LETTER OF AGREEMENT

CALL LETTERS: WRMC CITY & STATE: Middlebury, VT

BROADCAST DAY: Sunday TIME: 3-5 START DATE: 6/17/84

This letter, describing the THE CANADIAN OPERA COMPANY and setting forth the general conditions of broadcast will, when signed by you, serve as an agreement between WFMT, Inc. ("WFMT") and your station ("BROADCASTER") to transmit six broadcasts from the 1983-84 season of THE CANADIAN OPERA COMPANY. Broadcaster's promise to fulfill the obligations set forth below in return for WFMT's promise to fulfill the obligations set forth below shall constitute good and valuable consideration, receipt of which is hereby acknowledged.

Broadcaster agrees, for the right to broadcast as herein specified, to broadcast each tape or satellite transmission without alteration and to carry the programs at the dates and times specified. Non-commercial broadcasters agree to include underwriting credit announcements for the MINISTRY OF CITIZENSHIP AND CULTURE, PROVINCE OF ONTARIO, at the beginning, end and no less than one hour intervals within the programs, as specified in Section 73.503 of the FCC Rules and Regulations, which announcements will be provided as part of the tape or satellite transmission.

Broadcaster agrees that this is a subscription to the right to broadcast; it is not the purchase of the broadcast nor of their contents. Broadcasters receiving tapes agree to return the transcriptions to the duplicator within ten (10) days of the broadcasts; to use the transcriptions furnished hereunder only for radio broadcasting; and to refrain from dubbing tapes provided or permitting them to be dubbed. Broadcasters receiving programs by satellite agree not to make a recording or if one is made for delayed broadcast to erase or destroy it after use.

Broadcaster will not permit more than one broadcast of each program without the specific permission from WFMT. Broadcaster will not relay or feed the broadcast to any other station except by specific agreement with WFMT. Programs will be interrupted only by station identification at specified cues within each broadcast.

WFMT agrees to arrange for timely satellite delivery or tape shipment. The responsibility for checking tape content and quality will be the Broadcaster's; replacements, if necessary, will be shipped immediately upon request. WFMT attests that it has obtained appropriate clearances from musicians, soloists, choruses, and other participants in the broadcasts. Broadcasters agree to carry appropriate ASCAP and BMI license agreements for copyright clearances.

This letter sets forth the entire understanding of the parties with respect to the subject matter hereof. The construction and validity of this agreement shall be governed by the law of the State of Illinois.

Robert P. Barsanti (Signature) Summer Station Manager (Title)

COUNTERSIGNED FOR WFMT, INC. BY: Jess W. Brodnax III (Signature)

Director of Broadcast Syndication (Title)

Art,
This is a first draft.
Please get any suggestions
to me by lunch so
I can get this to Bob.
-Howie

Maintenance Contract

R P Communications and WRMC, Middlebury College do hereby agree to the following terms for the maintence of all WRMC facilities:

R P Communications shall be provided its own access to the studio and transmitter sites of WRMC.

An engineer from R P Communications shall spend eight (8) hours per month, including travel time, maintaining and servicing WRMC facilities. Work may be done outside of this time, but the engineer must have prior approval.

The engineer will set up and execute a scheduled maintaince program. Where possible, this work should be done in coordination with the student engineer.

The engineer will also be available to advise WRMC staff on matters regarding rules and regulations of the F.C.C. The engineer should note any infractions that are not corrected in his billing or in a written assesment of WRMC policies and practices.

Only those weather conditions that immediately or imminently shall pose a threat to personnell shall prevent R P Communications from completing its proposed responsibilities. If this situation should arise, R P Communications shall access the site in the most timely and safe manner possible.

The engineer assigned to WRMC shall be reachable by telephone within a reasonable time. Messages left on the R P Communications answering machine will be responded to within thirty (30) minutes of reciept by R P Communications staff.

If the engineer is already on an emergency call, the engineer shall respond to the call in the order it was taken.

If the engineer is to be unavailable at the R P Communications telephone number for more than seventy-two (72) hours, he shall inform WRMC and advise them as to where he may be contacted.

The normal contact person for WRMC shall be the Station Manager or his/her designate (during the time Middlebury College is not in session.) Any work done outside the scheduled eight (8) hours per month must be authorized by said person.

R P Communications shall perform its inspections and maintenance as set forth above and with other directions given prior to monthly visit. If the specifications of WRMC necessitate equipement not normally found in the posession of a reasonably outfitted broadcast engineering company, then WRMC shall be responsible for the obtaining of said equipement.

R P Communications shall maintain $1 million in laibility/workmen's compensation insurance or fill out the proper waiver forms with Middlebury College.

The term of this contract shall begin with signing and continue until June 30, 1996. The renewal window shall be from May 1 to June 30 of 1996.

R P Communications shall be paid three hundred dollars ($300) for each eight (8) hour monthly visit. Scheduled work done beyond eight (8) hours per month shall be billed at the rate of forty dollars ($40) per hour, in fifteen (15) minute incriments. Emergency calls shall be billed at the rate of sixty dollars ($60) per hour.

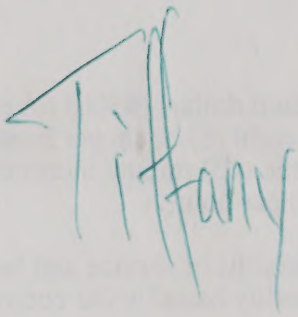
The first payment shall include the first five months of service and be made by June 30, 1995. All other billing shall be done on a monthly basis by the contractor.

If either party fails to uphold all resopnsibilities contained herein, the other party may terminate this contract with thirty (30) days notice. The contract may also be terminated, with the written agreement of both parties, at any time.

Robert Cham
President, R P Communications

Tiffany N. Sargent
agent for President and
Fellows of Middlebury
College; licensee for
WRMC

Jason Mantzoukas,
Station Manager, WRMC


Tiffany